When complete please email to Charlotte O’Regan - Senior Schools Engagement Manager by midday on 4th June 2024.

charlotte.oregan@suttontrust.com

|  |
| --- |
| **Section 1 – Organisation Type**  |
| What kind of organisation are you applying as? Tick one.  |
| School  |  | Go to Section 2  |
| Multi Academy Trust  |  | Go to Section 3  |
| Local Authority  |  | Go to Section 4  |

|  |
| --- |
| **Section 2 – School Details**  |
| Name of School  |  |
| School Address  |  |
| Principal/Head Teacher  |  |
| Chair of Governors  |  |
| PAN (Yr 7-11)  |  |
| Whole school FSM %  |  |
| P8 2023  |  |
| P8 Disadvantaged pupils 2023  |  |
| P8 2022 |  |
| P8 Disadvantaged pupils 2022 |  |
| Current Ofsted rating  |  |
| Year Ofsted rating given |  |

|  |  |  |
| --- | --- | --- |
|  | **FSM %**  | **Is the year group at PAN?**  |
| **Year 7**  |  |  |
| **Year 8**  |  |  |
| **Year 9**  |  |  |
| **Year 10**  |  |  |
| **Year 11**  |  |  |

|  |
| --- |
| **Section 3 – MAT Details**  |
| Name of MAT |  |
| MAT Address  |  |
| CEO  |  |
| Chair of Trustees |  |
| Number of secondary schools in MAT  |  |

For each secondary school in your MAT that will be joining the pledge please complete both tables below. You can copy and paste the two tables as many times as you need to.

|  |  |
| --- | --- |
| Name of School  |  |
| PAN (Yr 7-11)  |  |
| Whole school FSM %  |  |
| P8 2023  |  |
| P8 Disadvantaged pupils 2023  |  |
| P8 2022 |  |
| P8 Disadvantaged pupils 2022 |  |
| Current Ofsted rating  |  |
| Year Ofsted rating given |  |

|  |  |  |
| --- | --- | --- |
|  | **FSM %**  | **Is the year group at PAN?**  |
| **Year 7**  |  |  |
| **Year 8**  |  |  |
| **Year 9**  |  |  |
| **Year 10**  |  |  |
| **Year 11**  |  |  |

|  |
| --- |
| **Section 4 – LA Details**  |
| Name of LA  |  |
| Total number of secondary schools in LA  |  |
| Number of secondary schools that the LA is the Admissions Authority for  |  |

For each secondary school in your LA that will be joining the pledge please complete both tables below. You can copy and paste the two tables as many times as you need to.

|  |  |
| --- | --- |
| Name of School  |  |
| PAN (Yr 7-11)  |  |
| Whole school FSM %  |  |
| P8 2023  |  |
| P8 Disadvantaged pupils 2023  |  |
| P8 2022 |  |
| P8 Disadvantaged pupils 2022 |  |
| Current Ofsted rating  |  |
| Year Ofsted rating given |  |

|  |  |  |
| --- | --- | --- |
|  | **FSM %**  | **Is the year group at PAN?**  |
| **Year 7**  |  |  |
| **Year 8**  |  |  |
| **Year 9**  |  |  |
| **Year 10**  |  |  |
| **Year 11**  |  |  |

|  |
| --- |
| **Section 5 – Pledge Commitments**  |
| Name of person leading on the work within setting  |  |
| Job Title  |  |
| Contact email  |  |
| Contact phone number  |  |
| I have watched the Fair School Admissions Pledge Webinar (Tick)  |  |

By applying to the Fair School Admissions you are committing to the following activities:

* Completing a Fair Access Review for each school with SLT and Governors
* Attendance at webinar on 25th June at 4pm
* Writing an Action Plan to improve fairness of admissions

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Only complete if applying as a single school:*

We confirm that the person leading on this work has the capacity and authority to do so.

Principal/Head Teacher

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chair of Governors

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Only complete if applying as a multi-academy trust:*

We confirm that the person leading on this work has the capacity and authority to do so.

CEO

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chair of Trustees

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Data Sharing Agreement**

This agreement is made on [Date]

**Parties to this agreement**

**The First Controller**

THE SUTTON TRUST (“a party” or “the Trust”) with registered offices at 9th Floor Millbank Tower, 21-24 Millbank, London SW1P 4QP

**The Second Controller**

COMPANY NAME ("a party" or “second controller”) with registered offices at XXX

**Background**

The following agreement reflects the arrangements that have been agreed between the two parties in order to support Sutton Trust programmes. The following agreement forms part of this agreement and has been put in place to facilitate the sharing of personal information between the parties.

This agreement allows for data to be shared between the parties and to be processed by the parties for the stated purposes and in accordance with the obligations set out in this agreement. The agreement sets out the framework for the sharing of personal data between the parties as data controllers and defines the principles and procedures that the parties shall adhere to and the responsibilities of the parties to each other. This agreement may be amended from time to time upon written agreement between the parties when deemed necessary.

Under this Agreement, both Parties acknowledge and agree that they will each process personal data independently as separate controllers.

1. **Definitions**

In this Agreement:

"Agreement" means this agreement between the parties;

"Data Protection Law" means any laws and regulations relating to the use or processing of personal data in the UK including: (i) The UK General Data Protection Regulation("UK GDPR"); (ii) the Data Protection Act 2018 ("DPA") and the Privacy and Electronic Communications (EC Directive) Regulations 2003); in each case, as updated, amended or replaced from time to time;"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws including the Information Commissioner’s Office (ICO);

"Enquiry" means any request, complaint, investigation, notice or communication from a Data Subject or a DP Regulator;

"Application System" means the application system that the Sutton Trust operates;

"Party" or "Parties" means either (or both) of the Trust and the second controller;

"Personal Data Breach" shall have the meaning set out in Article 4 of the UK GDPR;

"Privacy Notice" means the privacy notice available <https://www.suttontrust.com/your-privacy/> The version of this notice on the day of the signing of this Agreement is set out in the Schedule to this Agreement for reference, but this is subject to amendment;

“Purpose” refers to the purposes for processing data, as set out in Annex B;

"Third Party" means any third party participating in either parties work, as it pertains to the Agreement

The terms "Data Subject", "Personal Data", "processing", "Processor" and "Controller" (and their derivatives) shall have the meanings set out in the applicable Data Protection Laws.

1. **Roles and Responsibilities**

Each Party shall nominate a single point of contact within the organisation who can be contacted in respect of queries or complaints, this person being accountable for the processing activities.

**First Controller**

Name: Katy Hampshire

Contact Details : katy.hampshire@suttontrust.com

**Second Controller**

Name:

Contact Details

1. **Data Protection**

When processing personal data, the Parties shall (and shall procure that any of their staff involved in connection with the activities under this Agreement shall) at all times:

1. comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, including all relevant notification requirements contained therein.
2. comply with the Data Protection Obligations set out in the chapter Data Protection Obligations below.
3. not do, cause or permit anything to be done which may result in a breach by the other Party of Data Protection Laws.

If either Party materially breaches the obligations set out in this clause 3, and, if remediable, such breach is not remedied within 30 days the other Party shall be entitled to terminate this Agreement upon immediate effect. In the event that the Trust terminates the Agreement due to the Second Controller breach, the Second Controller will be expected to securely provide the Trust with a complete and up-to-date extract of the data related to data which it holds, and shall irretrievably delete all data following the confirmed secure delivery of the extract.

1. **Data Protection Obligations**
2. Each Party shall ensure that it has in place all necessary notices and lawful basis to enable lawful transfer of Participant Data in accordance with this Agreement.
3. As part of its compliance with sub-paragraph 1) above, the Trust will share the Privacy Notice with the data subjects:
	1. at the point of their application to the Sutton Trust Programme;
	2. Where relevant and feasible, and in a manner appropriate to the way in which the data is collected, at the point when Applicants update their data outside of Application System, for example over email or other digital means, over the phone, or in person. The following points will be made in that interaction: the Sutton Trust is collecting the Applicants’ data; the reasons for the collection (detailed in the appendix of the Privacy Notice); users have a right to object; and the location of our full privacy statement.; or
	3. where relevant and feasible, at the point of access to the Second Controller, to allow relevant data to be shared with the Second Controller
4. In accordance with Article 14 UK GDPR, the Second Controller shall be responsible for providing data subjects with fair processing information in relation to its own processing of personal data as a data controller.
5. Each Party shall implement and maintain adequate and appropriate technical and organisational security measures in order to protect Participant Data against unauthorised or unlawful processing, and against accidental loss, destruction or damage. Participant Data should at a minimum always be password protected and the number of staff who can access Participant Data should be restricted to those for whom access is strictly necessary for the relevant processing.
6. Notwithstanding any of the provisions of this Agreement, each Party acknowledges that it is responsible for its own compliance with Data Protection Laws.
7. Each party shall be individually responsible towards their obligations as Data Controllers under the Data Protection Laws (which include obligations towards the data subjects and their rights) and cooperate with the other party and provide such information and assistance as the other party may reasonably require to enable the other party:
	1. to comply with its obligations under Data Protection Laws in respect of personal data, which include requests from the data subjects to exercise their rights; and
	2. to deal with and respond to any Enquiry relating to personal data.
8. If a party receives an Enquiry which relates directly or indirectly to its sharing of personal data pursuant to this Agreement, or to the other party's compliance with the Data Protection Laws, it shall notify the other party as soon as reasonably practicable.
9. Each Party shall notify the other Party no later than 24 hours after becoming aware of any Data Security Breach affecting the Personal Data and shall provide the other Party with all information relating to such incident as is in its possession at such time and as that other Party may reasonably require in order to resolve any issue in accordance with the applicable national data protection laws and guidance. Notification also applies to any breaches of security which may compromise the security of the shared personal data. The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach in an expeditious and compliant manner.
10. Subject to paragraph 8) above neither party shall take any action in relation to any Enquiry or Personal Data Breach where it relates to the other party's processing of Personal Data as a "controller" without prior written notice to the other party and providing the other party with a reasonable opportunity to contribute to the response to mitigate the impact of the action on the other party.
11. Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
12. **Data Retention**

The data receiver shall not retain, or process Personal Data for longer than is necessary to carry out the agreed purposes, or for any longer than the relevant data protection law may require.

Nevertheless, the parties shall continue to retain Personal Data in accordance with any statutory, professional, or contractual obligations that may be applicable and for the period established in the party’s data protection policy.

The data receiver shall ensure that any Personal Data is returned to the data discloser, destroyed, or anonymised, unless required by the controller in accordance with its policy in the following circumstances:

1. The termination of the Agreement for whatever reason unless a separate retention period has been established
2. On expiry of any agreed term (unless extended further and appended to this agreement); or
3. Once processing of the shared personal data is no longer necessary for the purposes it was originally shared, as set out under section “Purpose” of this agreement, or the data receivers retention period has expired.
4. **Data Sharing**

The purpose of sharing Personal Data and the specific categories of Personal Data that will be shared are included in Annex A and B to this Agreement. Each party agrees it shall not process the Personal Data for any reason other than the Purposes included in this agreement.

1. **Indemnity**

When the Parties are acting as data controllers separately or jointly, and in accordance with relevant Data Protection Laws, or any other legislation, each party shall hold the other parties acting a controller of data harmless against any liabilities, losses, damages, costs or expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of or damage to reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and any other reasonable professional costs and expenses suffered or incurred by another of the parties to this agreement arising out of or in connection with any claim made against it in relation to any breach by another of the parties of the UK GDPR or other obligations under this agreement.

1. **Security and Training**

The data discloser shall be responsible for the security of transmission to the data receiver by using appropriate technical methods. The minimum extent of which are detailed below. The parties to this agreement will ensure that encryption procedures are used for all data concerns whether at rest or in transit

Each Party shall implement appropriate technical and organisational measures to protect the Personal Data in their possession (or held on their behalf) against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure, including but not limited to -

1. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended and not leaving portable equipment containing the personal data unattended.
2. Ensuring that staff use appropriate secure passwords for logging into systems or data bases containing personal data.
3. That all IT equipment is protected by anti-virus software, firewalls, passwords, and suitable encryption devices. Redundant devices will be securely destroyed or professional sanitised to ensure all residue data is permanently removed.
4. Limiting access to relevant databases and systems to those of its officers, staff agents and sub-contractors who have a legitimate need to access the personal data and ensuring that passwords are changed and updated regularly to prevent inappropriate access when such individuals are no longer engaged by the party.
5. Conducting regular threat assessment or penetration testing on systems and having in place an incident response plan.
6. Ensuring all staff handling personal data have been made aware of their responsibilities regarding the shared personal data.
7. **Resolution of Disputes with Data Subjects or the Data Protection Authority**

In the event of a dispute or claim brought by a data subject or the relevant data protection supervisory authority concerning the processing of shared personal data against any of the parties to this agreement, the parties will inform one other about any such disputes or claims and will reasonably cooperate with a view to an amicably settlement.

The parties agree to respond to any non-binding mediation procedure initiated by a data subject or by the relevant data protection supervisory authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

In respect of breaches relating to the agreement, each party shall abide by a decision of a competent court.

1. **Data Processors and sub-processors**

Where data is shared by a controller with a data processor or sub-processor as defined in the UK GDPR Article 4(8), and where a contract has been made in accordance with Art.28(1-3)(a-h), each of those parties, no matter the number, will be bound by the provision of Data Protection Law and guarantees to implement sufficient technical and organisational measures to protect the data for which the controller or controllers are responsible. The processor will be liable to the relevant controllers for any losses or damages suffered by any party to this agreement who is acting as a controller of data in accordance with Data Protection Law.

It is acknowledged by all parties including processors and their approved sub-processors that liability for compensation for an infringement of the regulation is not limited to the controllers and that in accordance with UK GDPR Art.82(4) each party may be held liable for the entire damage to ensure effective compensation.

A party to this agreement shall be exempt from liability if it can prove it is not in any way responsible for the event.

Where a party to this agreement has paid compensation due to an infringement, that party may in turn claim back from the other controllers or processors concerned, as part of the compensation paid corresponding to their part of the responsibility for the damages.

1. **Wavier**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or. by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right of remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1. **Miscellaneous**
2. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.
3. Neither party may assign, transfer, charge or otherwise encumber, declare a trust over or deal with in any other manner this Agreement or any right, benefit or interest under it, or subcontract any of its obligations under it, without the prior written consent of the other party.
4. Save as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
5. Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
6. For the purposes of this clause and in accordance with the GDPR Articles 44, 45 and 46, a transfer of personal data shall mean any sharing of personally identifiable information by any party to another party to this agreement. This agreement does not include -
	1. Onward sharing of the personal data with any other third party acting as a data controller without a legal or contractual obligation
	2. Without prior agreement, the publication of the shared personal data via any medium, including, but not limited to, social media, websites and publicly available communications.
7. The data receiver shall not share the personal data with an organisation which is not a party to this agreement without the express written permission of all parties, or without a legal or professional obligation.
8. Where data is shared with a party to this agreement or a data processor established in a country outside the UK/EEA which is not covered by adequacy regulations, the party transferring the data is required to execute a transfer risk assessment, applying further safeguards as the UK addendum or the UK International Data Transfer Agreement.
9. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
10. In case the applicable data protection and ancillary laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that they will negotiate in good faith to review the agreement in light of the new legislation.
11. No purported variation of this Agreement shall be valid unless it is in writing (which excludes email) and signed by or on behalf of each party.
12. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, representations, understandings or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that: (a) upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly set out in this Agreement; and (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for damages for breach of contract under this Agreement. Nothing in this paragraph 8) shall limit or exclude any liability for fraud.
13. This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

**This Agreement** has been signed on the date appearing at the head of page 1.

Signed for and on behalf of

**First Controller:** Sutton Trust

Signature: Binda Patel

Name: Binda Patel

Position: Director of Innovation

Date: 1st March 2024

Signed for and on behalf of

**Second Controller:** [Organisation Name]

Signature: ……………………………………….

Name: ………………………………………

Position: ………………………………………

Date: ………………………………………

**Annex A**

The personal information collected and to be shared by the Trust to the Second Controller/by the Second Controller to the Trust includes:

|  |  |  |
| --- | --- | --- |
|  | **Category** | **Specific data held** |
| **1** | Employee basic details & contact information | Name, work email address, phone number(s), Job Title |
| **2** | School population details  | FSM percentages in each year group, PAN, details on whether each year group is full.  |
| **3** | Media  | Case studies and quotes from evidence reflections only.  |
| **4** | Outcome data | Responses to surveys, case studies  |

**Annex B**

This data will be shared for the following reasons:

|  |  |  |
| --- | --- | --- |
| **Categories of Participant Data to be shared** | **Purposes for sharing** | **Lawful basis on which the sharing takes place** |
| Categories 1  | This data will be shared to ensure successful delivery of the programme & maintain records of beneficiaries of the Trust | Legitimate Interests: Our legitimate interests are that The Sutton Trust and delivery partners need this information to ensure the smooth running of the programme.  |
| Category 2-4 | This will be shared to evaluate the Sutton Trust programme and employer intervention and report to donors on outcomes and impact. All reports will be in aggregate form | Legitimate Interests: Our legitimate interests are that The Sutton Trust needs to evidence the reach and effectiveness of its programmes to funders, donors and trustees. As a social mobility charity, The Sutton Trust also aims to demonstrate the impact of its programmes on social mobility over time. |